

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS/ST. JOHN**

ANJA SALAMACK

Plaintiff

vs.

NORTHSHORE VI, LLC and STEVEN SHORE
Defendants

CIVIL ACTION NO. 3-24-CV-33

ANSWER TO COMPLAINT

COME NOW, Defendants Northshore VI, LLC and Steven Shore, through their attorney, Law Offices of Clive Rivers (Clive Rivers, Esq.) hereby file their answers and affirmative defenses as follows:

I. PARTIES

1. The allegations in paragraph 1 are not challenged.
2. Answering Defendant Defendants only admit that Northshore VI, LLC is a limited liability company and he is the sole member.
3. Answering Defendant admits only that he is an adult and is a citizen of the U.S. Virgin Islands.

II. JURISDICTION AND VENUE

4. Answering Defendants deny the allegations in paragraph 4. Plaintiff is left to her proof.

5. Answering Defendants deny the allegations in paragraph 5. Plaintiff is left to her proof.
6. Answering Defendants deny the allegations in paragraph 6. Plaintiff is left to her proof.

III. FACTUAL BACKGROUND

7. Answering Defendants' admit to the allegations in paragraph 7.
8. The allegations in paragraph 8 are not challenged. Plaintiff is left to her proof.
9. The allegations in paragraph 9 are not challenged. Plaintiff is left to her proof.
10. Answering Defendants do not have sufficient information to admit or deny. Plaintiff is left to her proof.
11. Answering Defendants do not have sufficient information to admit or deny. Plaintiff is left to her proof.
12. Answering Defendants do not have sufficient information to admit or deny. Plaintiff is left to her proof.
13. Answering Defendants do not have sufficient information to admit or deny. Plaintiff is left to her proof.
14. Answering Defendants do not have sufficient information to admit or deny. Plaintiff is left to her proof.
15. Answering Defendants admit the allegations in paragraph 15.
16. Answering Defendants admit the allegations in paragraph 16.

17. Answering Defendants only admit that Northshore VI, LLC and Plaintiff signed an exclusive brokerage listing agreement. The balance is denied. The Plaintiff is left to her proof.
18. Answering Defendants deny the allegations in paragraph 18. Plaintiff is left to her proof.
19. Answering Defendants deny the allegations in paragraph 19. Plaintiff is left to her proof.
20. Answering Defendants deny the allegations in paragraph 20. Plaintiff is left to her proof.
21. Answering Defendants deny the allegations in paragraph 21. Plaintiff is left to her proof.
22. Answering Defendants deny the allegations in paragraph 22. Plaintiff is left to her proof.
23. Answering Defendants deny the allegations in paragraph 23. Plaintiff is left to her proof.
24. Answering Defendants do not have information sufficient enough to intelligently answer this paragraph. However, to the extent that an answer is required, it is denied. Moreover, the Plaintiff has a good understanding of the English language.
25. Answering Defendants deny the allegations in paragraph 25. Plaintiff is left to her proof.
26. Answering Defendants deny the allegations in paragraph 26.

Plaintiff is left to her proof.

27. The allegations in paragraph 27 are not challenged.
28. The allegations in paragraph 27 are not challenged.
29. Answering Defendants deny the allegations in paragraph 29.
Plaintiff is left to her proof.
30. Answering Defendants deny the allegations in paragraph 30.
Plaintiff is left to her proof.
31. Answering Defendants do not know what Plaintiff thought were.
32. Answering Defendants deny the allegations in paragraph 32.
Plaintiff is left to her proof.
33. Answering Defendants deny the allegations in paragraph 33.
Plaintiff is left to her proof.
34. The allegations in paragraph 34 are not challenged.
35. Answering Defendants deny the allegations in paragraph 35.
Plaintiff is left to her proof.
36. Answering Defendants' admit to the allegations in paragraph 36.
37. Answering Defendants' admit to the allegations in paragraph 37.
38. Answering Defendants' admit to the allegations in paragraph 38.
39. Answering Defendants' admit to the allegations in paragraph 39.
40. Answering Defendants' admit to the allegations in paragraph 40.
41. Answering Defendants' admit to the allegations in paragraph 41.
42. Answering Defendants deny the allegations in paragraph 42.
Plaintiff is left to her proof.

- 43. Answering Defendants deny the allegations in paragraph 43. Plaintiff is left to her proof.
- 44. Answering Defendants deny the allegations in paragraph 44. Plaintiff is left to her proof.
- 45. Answering Defendants deny the allegations in paragraph 45. Plaintiff is left to her proof.
- 46. Answering Defendants deny the allegations in paragraph 46. Plaintiff is left to her proof.
- 47. Answering Defendants deny the allegations in paragraph 47. Plaintiff is left to her proof.
- 48. Answering Defendants deny the allegations in paragraph 48. Plaintiff is entitled to his proof.
- 49. Answering Defendants deny the allegations in paragraph 49. Plaintiff is left to her proof.

COUNT 1 – FORECLOSURE OF MORTGAGE

- 50. Answering Defendants repeat their previous answers as if specifically plead herein.
- 51. Answering Defendants deny the allegations in paragraph 51. Plaintiff is left to her proof.
- 52. Answering Defendants deny the allegations in paragraph 52. Plaintiff is left to her proof.
- 53. Answering Defendants deny the allegations in paragraph 53. Plaintiff is

left to her proof.

- 54. Answering Defendants deny the allegations in paragraph 54. Plaintiff is left to her proof.
- 55. Answering Defendants deny the allegations in paragraph 55. Plaintiff is left to her proof.
- 56. Answering Defendants deny the allegations in paragraph 56. Plaintiff is left to her proof.
- 57. Answering Defendants have no knowledge as to what the Plaintiff desires. Furthermore, paragraph 57 is not an allegation that requires an answer. However, to the extent that an answer is required, the same is denied.

COUNT 2 - FRAUD

- 58. Answering Defendants repeat their previous answers as if specifically plead herein.
- 59. Answering Defendants deny the allegations in paragraph 59. Plaintiff is left to her proof.
- 60. Answering Defendants deny the allegations in paragraph 60. Plaintiff is left to her proof.
- 61. Answering Defendants deny the allegations in paragraph 61. Plaintiff is left to her proof.
- 62. Answering Defendants deny the allegations that they made misrepresentations to the Plaintiff and those misrepresentations caused Plaintiff to act.

63. Answering Defendants deny the allegations in paragraph 63. Plaintiff is left to her proof.
64. Answering Defendants deny the allegations in paragraph 64. Plaintiff is left to her proof.

COUNT 3 – UNJUST ENRICHMENT

65. Answering Defendants repeat their previous answers as if specifically plead herein.
66. Answering Defendants deny the allegations in paragraph 66. Defendants took a credit of \$75,000.00 representing the commission as stated in the contract.
67. Answering Defendants deny the allegations in paragraph 67. Plaintiff is left to her proof.
68. Answering Defendants deny the allegations in paragraph 68. Plaintiff is left to her proof.
69. Answering Defendants deny the allegations in paragraph 69. Plaintiff is left to her proof.

COUNT 4 – BREACH OF FIDUCIARY DUTY

70. Answering Defendants repeat their previous answers as if specifically plead herein.
71. Answering Defendants deny the allegations in paragraphs 71-74. Plaintiff is left to her proof.
72. Answering Defendants admit only that there is an agreement between the parties.

- 73. Paragraph 73 is a conclusion and not an allegation. However, to the extent that it is an allegation it is denied.
- 74. Answering Defendants deny the allegations in paragraph 72. Plaintiff is left to her proof.
- 75. Answering Defendants deny the allegations in paragraph 75. Plaintiff is left to her proof.

COUNT 5 – BREACH OF CONTRACT

- 76. Answering Defendants repeat their previous answers as if specifically plead herein.
- 77. Answering Defendants admit the allegations in paragraph 77.
- 78. Answering Defendants admit the allegations in paragraph 78.
- 79. Answering Defendants admit the allegations in paragraph 79.
- 80. Answering Defendants deny the allegations in paragraph 80. Plaintiff is left to her proof.
- 81. Answering Defendants admit only that there was a contract between the parties, all other allegations are denied.
- 82. Answering Defendants deny the allegations in paragraph 82. Plaintiff is left to her proof.
- 83. Answering Defendants deny the allegations in paragraph 83. Plaintiff is left to her proof.
- 84. Answering Defendants deny the allegations in paragraph 84. Plaintiff is left to her proof.

COUNT 6 – BREACH OF AGREEMENT

85. Answering Defendants repeat their previous answers as if specifically plead herein.
86. Answering Defendants deny the allegations in paragraph 86.
87. Answering Defendants deny the allegations in paragraph 87.
88. Answering Defendants deny the allegations in paragraph 88.
89. Answering Defendants deny in part the allegations in paragraph 89. Plaintiff is left to her proof.
90. Answering Defendants deny the allegations in paragraph 90.
91. Answering Defendants deny the allegations in paragraph 91. Plaintiff is left to her proof.
92. Answering Defendants deny the allegations in paragraph 92. Plaintiff is left to her proof.
93. Answering Defendants deny the allegations in paragraph 93. Plaintiff is left to her proof.

COUNT 7 – DEBT

94. Answering Defendants repeat their previous answers as if specifically plead herein.
95. Answering Defendants deny the allegations in paragraph 95. Plaintiff is left to her proof.
96. Answering Defendants deny the allegations in paragraph 96 Plaintiff is left to her proof.
97. Answering Defendants deny the allegations in paragraph 97. Plaintiff is

left to her proof.

98. Answering Defendants deny the allegations in paragraph 98. Plaintiff is left to her proof.

COUNT 8 – BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

99. Answering Defendants repeat their previous answers as if specifically plead herein.
100. Paragraph 100 is not an allegation, hence no answer is required. However, to the extent that an answer is required the same is denied.
101. Answering Defendants admit the allegations in paragraph 101.
102. Answering Defendants deny the allegations in paragraph 102. Plaintiff is left to her proof.
103. Paragraph 103 is not an allegation, as such no answer is required. However, to the extent that an answer is required the same is denied.
104. Answering Defendants deny the allegations in paragraph 104. Plaintiff is left to her proof.
105. Answering Defendants deny the allegations in paragraph 105. Plaintiff is left to her proof.

COUNT 9 – FRAUDULENT MISREPRESENTATION

106. Answering Defendants repeat their previous answers as if specifically plead herein.
107. Answering Defendants deny the allegations in paragraph 107. Plaintiff is left to her proof.
108. Answering Defendants deny the allegations in paragraph 108. Plaintiff

is left to her proof.

109. Answering Defendants deny the allegations in paragraph 109. Plaintiff is left to her proof.

110. Answering Defendants deny the allegations in paragraph 110. Plaintiff is left to her proof.

111. Answering Defendants deny the allegations in paragraph 111. Plaintiff is left to her proof.

COUNT 10 – INFLICTION OF EMOTIONAL DISTRESS
(intentional and/or reckless)

112. Answering Defendants repeat their previous answers as if specifically plead herein.

113. Answering Defendants deny the allegations in paragraph 113. Plaintiff is left to her proof.

114. Answering Defendants deny the allegations in paragraph 114. Plaintiff is left to her proof.

COUNT 11 – INFLICTION OF EMOTIONAL DISTRESS
(negligent)

115. Answering Defendants repeat their previous answers as if specifically plead herein.

116. Answering Defendants deny the allegations in paragraph 116. Plaintiff is left to her proof.

117. Answering Defendants deny the allegations in paragraph 117. Plaintiff is left to her proof.

118. Answering Defendants deny the allegations in paragraph 118. Plaintiff is left to her proof.

119. Answering Defendants deny the allegations in paragraph 119. Plaintiff is left to her proof.

COUNT 12 – DECLARATORY RELIEF

120. Answering Defendants repeat their previous answers as if specifically plead herein.

121. Answering Defendants admit the allegations in paragraph 121.

122. Answering Defendants deny the allegations in paragraph 122. Plaintiff is left to her proof.

123. Answering Defendants deny the allegations in paragraph 123. Plaintiff is left to her proof.

124. Answering Defendants deny the allegations in paragraph 124. Plaintiff is left to her proof.

125. Answering Defendants deny the allegations in paragraph 125. Plaintiff is left to her proof.

126. Answering Defendants deny the allegations in paragraph 126. Plaintiff is left to her proof.

127. Answering Defendants deny the allegations in paragraph 127. Plaintiff is left to her proof.

128. Answering Defendants deny the allegations in paragraph 128. Plaintiff is left to her proof.

129. Answering Defendants deny the allegations in paragraph 129. Plaintiff

is left to her proof.

130. Answering Defendants deny the allegations in paragraph 130. Plaintiff is left to her proof.

131. Answering Defendants deny the allegations in paragraph 131. Plaintiff is left to her proof.

132. Answering Defendants deny the allegations in paragraph 132. Plaintiff is left to her proof.

AFFIRMATIVE DEFENSES

Defendants herein submit the following affirmative defenses.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's right to damages is barred by the doctrine of waiver.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's right in this action is barred by the doctrine of Estoppel.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's right to damages is barred because Plaintiff entered into the contract with full knowledge and information of the facts and circumstances which she alleges resulted in her alleged damages.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's right to damages in this action is barred by payment.

Wherefore answering Defendants, pray for a dismissal of the complaint and cost associated with the defense.

Respectfully Submitted,

LAW OFFICE OF CLIVE RIVERS

Dated: August 01, 2024

s/ Clive Rivers

CLIVE RIVERS, ESQ.

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CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 01st day of August 2024, a copy of the foregoing Answer was electronically filed with the Clerk of the Court using the CM/ECF system, which will send a notice of such filing to:

Michael Sheesley, Esq.

Michael Sheesley, LLC

Condo Torre Del Mar, Apt 2201

San Juan, PR 00907

michael@sheesley-law.com

s/ Clive Rivers